



MASTER SERVICES AGREEMENT

FOR

**IMAGING, DOCUMENT MANAGEMENT, AND
WORKFLOW PROJECT IMPLEMENTATION**

ORDERING PROCEDURES & USER GUIDE

**Revision
January 26, 2006**

Supplements 1-7 are herein incorporated into this document.

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INTRODUCTION

A. PURPOSE

This Master Services Agreement (MSA) is designed to provide Imaging, Document Management, and Workflow Project Implementation products (software) and services (programming, integration, installation, training, and maintenance) for State agencies and participating local agencies.

A local agency is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 12110.

B. BENEFITS

1. Choice of several qualified contractors depending on the State's business needs.
2. Multiple qualified contractors that have demonstrated the ability to provide products and services throughout the State of California.
3. This MSA is deemed a competitively bid procurement, in accordance with MM 03-10, that establishes fair and reasonable prices, therefore, it is unnecessary for each State Department or Agency to conduct additional competitive procurements, unless the agency feels this agreement does not meet its needs.
4. Governmental agencies have the ability to purchase a supplier's full range of products and services as the business need arises.

C. ORDER PLACEMENT

For Master purchase orders, delivery of services must not exceed the end term of the Master Agreement by more than 1 year. Amendments must follow Management Memo 03-10. The State, at its option, may extend this contract on a year-to-year basis up to two (2) additional years. Published Price Lists may vary during the term of the contract. Contractors are allowed on an annual basis (MSA anniversary date) to update the published price lists with escalated pricing and additional qualified products.

D. ORDER INITIATION

Coordinate with the appropriate units within your agency (e.g., Procurement, Business Services, Contracts, etc.).

The Department of General Services charges the users of this contract an administrative fee. The DGS administrative fee is a specified percentage of invoiced sales. DGS shall annually set the percentage for such administrative fee and shall notify the agencies of the percentage set each year.

See the Department of General Services, Fiscal Services web page at <http://www.ofs.dgs.ca.gov/price+book/p/purchasing.htm>. The DGS administrative fee is not included in the cost of the services provided on this contract. Local agencies must agree to the State's administrative fee. This fee is will be billed directly to the agency by DGS.

E. CONTRACTOR CONTACTS

Please refer to the product matrix on page 10 for the specific product categories (A through K) and project category size (I (1-30 seats), II (31-150 seats), and III (151 or more seats) by contractor.

Contractors are as follows:

*5-03-70-65 VIN #779793 Aspect Solutions, Inc. 35640 Fremont Blvd., Suite 200 Fremont, CA 94536 (800) 595-5055	5-03-70-73 VIN #712647 Covansys Corporation 2525 Natomas Park Drive, Suite 200 Sacramento, CA 95833 (916) 286-5600
5-03-70-66 VIN #780007 Bantec, Inc. 20 Lakeview Irvine, CA 92604 (949) 733-1815	5-03-70-74 VIN #711104 Deloitte Consulting, LLP. Nicole Malamatenios 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 (916) 288-3922
5-03-70-67 VIN #735569 Bearing Point Esquire Plaza 1215 K Street, 17 th Floor Sacramento, Ca 95814 (916) 554-1127	5-03-70-75 VIN #779843 Documentum, Inc. 10421 S. Jordon Gateway South Jordon, UT 84095 (801) 554-5494
5-03-70-68 VIN #779802 Biz Tech Solutions, Inc. 2102 Business Center Drive Irvine, CA 92612 (949) 253-5880	5-03-70-76 VIN#762228 Dyntek Services, Inc. 18881 Von Kaman Ave., Suite 250 Irvine, CA 92612 (925) 513-4571
5-03-70-69 VIN #16765 BMI Imaging 749 W. Stadium Lane Sacramento, CA 95834 (916) 924-6666	5-03-70-77 VIN #779863 Exigen, Inc. 6101 West Centinela Avenue, Suite 150 Culver City, CA 90230 (310) 743-8010
5-03-70-70 VIN #779812 Boeing Service Company 3855 N. Freeway Blvd., Suite 100 Sacramento, CA 95834 (916) 567-2216	5-03-70-78 VIN #235757 Filenet 3700 Douglas Blvd., Suite 260 Roseville, CA 95661 (916) 789-4125
5-03-70-71 VIN #779833 CGI Information System 1301 East Ninth Street, Suite 3000 Cleveland, OH 44114 (216) 416-6446	5-03-70-79 VIN #276057 Formtek, Inc. 1777 Oakland Blvd., Suite 300 Walnut Creek, CA 94596 (925) 658-0922
*5-03-70-72 VIN #1141294 CorDax 6430 Oak Canyon Drive, Suite 250 Irvine, CA 92618 (949) 651-0900	5-03-70-80 VIN #779873 HCL (MASS.) Inc. 400 Crown Colony Drive, Suite 500 Quincy, MA 02169 (617) 328-7131
5-03-70-81 VIN #748079	5-03-70-92 VIN #779994

Hershey Technologies 4225 Executive Square #100 LaJolla, CA 92037 (858) 458-4222	LaserFiche (Compulink Mgmt Ctr) 3545 Long Beach Blvd. Long Beach, CA 90807 (562) 988-1688
5-03-70-82 VIN #780038 IBM Corporation 2710-S Gateway Oaks, Suite 200 Sacramento, CA 95833 (916) 641-4448	*5-03-70-93 VIN #779974 Matrix Imaging. 3151 Airway Avenue, Suite J-2 Costa Mesa, CA 92626 (714) 556-5600
5-03-70-83 VIN #779923 Identitech, Inc. 780 South Apollo Blvd. Melbourne, FL 32901 (770) 557-4641	5-03-70-94 VIN #665369 Neko Industries 3017 Douglas Blvd., Suite 300 Roseville, CA 95661 (916) 774-7125
5-03-70-84 VIN #758250 Ikon Office Solutions 3062 Prospect Park Drive Sacramento, CA 95670 (916) 638-3333	*5-03-70-95 VIN #694952 Netresult Inc. 10051 Trask Avenue Garden Grove, CA 92843 (714) 638-9400
*5-03-70-85 VIN #777932 Image Access West, Inc. 950 Gilman Street Berkeley, CA 94701 (800) 528-4773	5-03-70-96 VIN #747730 Novanis 5155 Rosecrans Avenue, 1199 Los Angeles, CA 90250 (818) 883-8008
5-03-70-86 VIN #780017 Image Max, Inc. 2490 E. LaPalma Ave., Suite A Anaheim, CA 92806 (714) 678-4624	5-03-70-97 VIN #65184 Pearson NCS 5601 Green Valley Drive Bloomington, MN 55437 (952) 681-3000
5-03-70-87 VIN #779953 ImageSource, Inc. 612 5 th Avenue SW Olympia, WA 98501 (206) 525-4399	*5-03-70-98 VIN #620405 Sierra Cybernetics, Inc. 1561 E. Orangethorpe Ave., Ste 205 Fullerton, CA 92831 (714) 921-1212
5-03-70-88 VIN #630296 Image-X Enterprises 30 S. La Patera Lane, #8B Santa Barbara, CA 93117 (805) 964-3535	*5-03-70-99 VIN #34295 SoftFile 1600 Tribute Road Sacramento, CA 95815 (916) 927-4211
*5-03-70-89 VIN #643288 Imtrek Corporation 1221 S Street Sacramento, CA 95814 (916) 554-2500	5-03-70-100 VIN #779984 SYS Technologies 1721 Pacific Avenue Oxnard, CA 93033 (805) 486-4444
5-03-70-90 VIN #362276 InfiniSys, Inc. 2240 Douglas Blvd., Suite 160 Roseville, CA 95661 (916) 773-5252	*5-03-70-101 VIN #727098 Sytech Solutions 9766 Waterman Road, Suite H Elk Grove, CA 95624 (916) 686-6666
*5-03-70-91 VIN #344467 Informatix 1740 Creekside Oaks Drive, Ste 175 Sacramento, CA 95833 (916) 830-1400	5-03-70-102 VIN #780027 Tower Technology, Inc. 1110 E. Scott Avenue Gilbert, AZ 85234 (480) 314-1587
5-03-70-103 VIN #780058 tsaAdvvet	*5-03-70-106 VIN #637760 Western Integrated Systems

4722 Campbells Run Road Pittsburg, PA 15205 (412) 787-0980	3560 Business Drive, #112 Sacramento, CA 95820 (916) 736-2191
5-03-70-104 VIN #252787 Unisys Corporation 10850 Via Frontera San Diego, CA 92127 (858) 451-4623	5-03-70-107 VIN #780048 Xerox Corporation 7107 175h Place SW Edmonds, WA 98026 (425) 745-5331
*5-03-70-105 VIN #774329 Wave Imaging Corp. 1820 East First Street, #104 Santa Ana, CA 92705 (714) 836-3290	5-03-70-108 VIN #689411 Xpert Systems 1215 K Street, Suite 1700 Sacramento, CA 95814 (916) 444-8500

*** Certified Small Business Enterprise (SBE)**

F. STATE OF CALIFORNIA CONTACTS

Regarding ordering and services:

Melodie Cato
DGS, Procurement Division
California Records and Information
Management (CalRIM) Program
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: (916) 375-4398

Contract Administrator:

Dion Campos
DGS, Procurement Division
Multiple Award Program (MAP)
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: (916) 375-4541
Email: dion.campos@dgs.ca.gov

CONTRACT GUIDELINES

A. NEW ORDERS

Orders can be placed by completing a STD. 65, Contract/Delegation Purchase Order. Detailed instructions on completing the purchase order can be obtained by going the following website:

<http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf>

Once you have obtained any necessary departmental and agency approvals, COMPLETE THE STD. 65, CONTRACT/DELEGATION PURCHASE ORDER AND, IF APPLICABLE, COMPLETE STATEMENT OF WORK ORDER and mail it directly to the contractor.

Agencies are no longer required to obtain three (3) quotes when ordering from this Master Service Agreement (MSA) when issuing orders up to \$500,000. In accordance with Management Memo 03-10, 6(b), this MSA was competitively bid. These User Guide instructions are hereby modified to remove the requirement to achieve further competition; however, agencies are strongly encouraged to optimize the benefits of the MSA program by comparing different authorized contractors for varying products, services and prices to obtain the best value available.

Local Agencies may, in lieu of the State's purchase order forms, use their own purchase order document as long as it includes the same information as that required on the STD. 65, including the Agency Billing Code described below.

B. DISTRIBUTION

One copy of the STD 65 must be sent to:
DGS/Procurement Division
Multiple Award Program (MAP)
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

C. IMPLEMENTATION PLAN

Each contractor provided DGS with a copy of their implementation plan methodology. The implementation plan methodology (approach) contains, at a minimum, the following elements: Project Overview, Assumptions and Constraints, Programming Methodology, Integration Methodology, Data Conversion Plan, System Installation Plan, System Rollout Plan, Training Plan, and Software Maintenance. Ordering agencies may contact the contractor(s) to request a copy of the implementation plan methodology (approach) before making a decision to place an order.

D. STATEMENT OF WORK

The Statement of Work (SOW) shall be included with the purchase order. At a minimum, the Statement of Work shall contain the following:

1. Project Scope
2. Roles and Responsibilities (Contractor and Government)
3. Tasks and Deliverables
4. Project Schedule (timeframes, schedule, deadline, etc.)
5. Communication Plan (Meetings, Reports, Updates, etc.)
6. Implementation Plan

E. FEASIBILITY STUDY REPORT (FSR)

A feasibility study report (FSR) was developed on this project (procurement) by the agency and approved by the Department of Finance (DOF). If applicable, the governmental agency will make this feasibility study report available for review and analysis. The FSR will assist the contractor in developing an implementation plan.

Note: If a FSR is required for a specific project (procurement), an Information Technology Procurement Plan (ITPP) shall be required also, refer to MM 03-05.

F. PER DIEM

For the purposes of this MSA, the rates for direct expenses on projects (procurements) are not negotiable and set at Department of Personnel Administration (DPA) rules level for State employees current at the time of expense invoicing (DPA rules 599.615 to 599.635).

G. TERMINATION

Any State or local agency may unilaterally terminate any order issued against this agreement upon 30 days notice to the contractor. The contractor shall be compensated at contract rates for work completed and accepted prior to a stop work order or termination notice commencement date. This does not affect the standard termination clause of the Master Services Agreement concerning failure to perform or upon mutual consent.

H. AMENDMENTS

Amendments to the purchase order (STD 65) and statement of work may be issued on an as needed basis.

I. **AGENCY REPORTING REQUIREMENTS**

If a contractor is either performing in an outstanding manner or if performance problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. You will find this report attached to this User Guide. Please send this report to the MSA Contract Administrator.

J. **PERFORMANCE BONDS**

Some Agencies may require the contractor to secure a performance bond. If so, the contractor, at no cost to the State, shall furnish to the agency, prior to commencement of work, a Faithful Performance Bond in the amount of fifty percent (50%) of the Total Cost shown on the Master Services Agreement Order. The bond shall be on a form from an admitted surety insurer and must guarantee the contractor's compliance with the terms of the purchase order.

K. **DVBE**

The Disabled Veteran Business Enterprise (DVBE) participation goals were not included as a bid requirement for this MSA. For each individual project, as the agency business needs are being developed, ordering agencies should decide whether to require MSA contractors to meet DVBE participation goals or to not include such a requirement in the contract for the individual project.

L. **STATE POLICY FOR STATE AGENCIES**

THE USE OF MASTER SERVICE AGREEMENTS IS OPTIONAL.

M. **PROCUREMENT GUIDELINES**

A State or participating local agency may select any contractor(s) listed herein for the required category(ies) of service.

For orders under \$500,000, the ordering agency is NOT required to get three (3) quotes. Ordering agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes. All state agencies must comply with all the applicable instructions and attachments of Management Memo 03-10 when ordering through the MSA. This includes the requirement that the state agencies must submit a Notice of Contract Award to the DGS within five days of the award for orders over \$250,000. Approval by the Agency Secretary and Department Director or immediate next ranking official is also required for orders over \$250,000.

For orders over \$500,000 under this MSA, the ordering agency is required to obtain quotes from all qualified suppliers within their region and must notify the DGS (DGS MSA Contract Manager) prior to issuance of the purchase order.

1. MSA Exemption Process to the \$500,000 threshold: For orders over \$500,000, the agency must provide a memo to the DGS prior to the issuance of the purchase order. The DGS will review this information to validate that the agency obtained best value for the State. **The agency documentation should include the following information:**
 - a. Identify the need for the goods and/or services and the dollar value of the impending purchase order.
 - b. Explain how the department has determined that issuance of a purchase order to this particular contractor makes good business sense and how best value for the department has been achieved. Include how effective competition to the fullest extent possible will be assured.

The DGS will review the submitted documentation, and upon agreement with the content, the DGS will issue a letter concurring with the department's recommendation, thereby allowing issuance, by the department, of the purchase order.

N. **INVOICES**

Invoices shall be submitted to the "Mail & Bill To:" address listed on the applicable MSA order, Contract/Delegation Purchase Order, STD 65.

Suppliers received awards by project size (category) and product categories.
Here are the category sizes, product categories, and list of contractors. (See Glossary of Terms for descriptions of category sizes and product categories)

<u>Contractor's Name</u>	<u>Category Size</u>	<u>Product Categories</u>
Aspect Solutions	All	A and B
Bantec, Inc.	All	C and F (Cat II)
Bearing Point	All	A, B, C, D, E, G, and J
Biz Tech Solutions, Inc.	All	A, B, C, D, E, F, H, I, J, and K
BMI Imaging	I & II	A, B, E, and H (Cat I)
Boeing Service Company	All	A, B, C, E, F, G, H, J, and K
CGI Information System	All	A, B (Cat II), C (Cat II), E (Cat II), F, H, J, and K
CorDax	All	A, B, C, D, E, G, and J
Covansys Corporation	All	A, B, C, E, G, and H
Deloitte Consulting	All	A, B, C, D, E, G, H, I, J, and K
Documentum, Inc.	All	A, B, C, D, G, H, J, and K
Dyntek	All	A, B, C, E, F, H, I, and K
Exigen, Inc.	All	A, C, F, G, H, and I (Cat I)
Filenet	All	A, B, C, D, E, G, and J
Formtek, Inc.	All	A, B, D, F, H, and J
HCL Technologies	All	A, B, C, D, E, and G
Hershey Business Products	I & II	B, C, and G
IBM Corporation	All	A, D, E, F, G, H, I, J, and K
Identitech, Inc.	All	A, B (Cat II), C, E, G, H, and K
Ikon Office Solutions	I & II	F and H (Cat I)
Image Access West, Inc.	All	A (Cat I), C, G and H
Image Max	I & II	A, B, and E
ImageSource, Inc.	All	A, B, C, D, E, F, G, H, and K
Image-X Enterprises, Inc.	All	A, B, C, E, and G
Imtrek, Corporation	I & II	F and H
InfiniSys, Inc.	All	A, B, C (Cat II), D, F, J, and K
Informatix	All	A, B, H, J, and K
Laser Fiche (Compulink)	All	A, B, and C
Matrix Imaging	All	A, B, C (Cat II), E, and H
Neko Industries	All	A, B, C, E, G, and H (Cat I)
Netresult	All	A, B, C, D, E, G, and J
Novanis	I & II	G
Pearson NCS	I	A, B, F, and H
Sierra Cybernetics, Inc	I & II	A, B, C (Cat I), E, F (Cat III), G, H, and K
Softfile	I	A
SYS Technologies	All	B, F, I (Cat II), and K
Sytech Solutions	I & II	A, B, E, and H

Tower Technology	All	B (Cat II), C, E (Cat II), and H
tsaAdvet	All	A, and B
Unisys Corporation	All	A, B, C, D, E, F, G, H, I, J and K
Wave Imaging Corporation	All	A, B, and H
Western Integrated Systems	All	A, B, C, and H (Cat I)
Xerox Corporation	All	A, B, C, D, G, H, J, and K
Xpert Systems	All	A, B, C, D, E, F, G, H, I, J, K

PUBLISHED PRICE LISTS

The following discounts shall apply to each contractor's respective price list enclosed.

SUPPLIER		PRODUCT DISCOUNT(S)	SERVICES DISCOUNT
ASPECT SOLUTIONS		10%	10%
BANTEC	Cat I	20% (C) and 10% (F)	20%
	Cat II	20%	20%
	Cat III	25% (C only)	20%
BEARINGPOINT		5%	5%
BIZ TECH		0%	0%
BMI IMAGING SYSTEMS		10%, 20% (H)	10%
BOEING SERVICE COMPANY		5% (A-D, and F) and 0% (E, G-H, and J-K)	0%
CGI INFORMATION SYSTEM		20% (A-C, E), 0% (F), 15% (H), and 23% (J-K)	0%
CORDAX		5%	0%
COVANSYS		25-48% (A-C), 25% (E), 20-25% (G), and 10-20% (H)	18-20%
DELOITTE CONSULTING LLP		10% (A-C, H, and K), 18% (D and J), 48% (E and I), and 0% (G)	38%
DOCUMENTUM, INC.		48% (A-D, H, and J-K) and 0% (G)	18-20%
DYNTEK SERVICES, INC.		8%	0%
EXIGEN, INC.		0%	0%
FILENET		5%	0%
FORMTEK, INC.		25%	0%
HCL TECHNOLOGIES, INC.	Cat I	20%	0%
	Cat II	23%	0%
	Cat III	26%	0%
HERSHEY BUSINESS PRODUCTS		15%	0%
IBM CORPORATION		0%	0%
IDENTITCH, INC.		12.5%	0%
IKON OFFICE SOLUTIONS		2%	0%
IMAGE ACCESS WEST, INC.	Cat I	10% (A, H)	0%
	Cat II & III	15% (C, G) and 10% (H)	0%
IMAGE MAX		10%	0%
IMAGESOURCE, INC.		5%	0%
IMAGE-X ENTERPRISES, INC.		0%	0%
IMTREK CORPORATION	Cat I	18%	0%
	Cat II	20%	0%
INFINISYS, INC.		5% (A-D and J-K) and 0% (F)	0%
INFORMATIX		20%	0%
MATRIX IMAGING		21%	0%

NEKO INDUSTRIES	10%	0%
NETRESULT	5%	0%
PEARSON NCS	25%	0%
SIERRA CYBERNETICS, INC.	5%	15%
SOFTFILE	25%	0%
SYS TECHNOLOGIES	0%	0%
SYTECH SOLUTIONS	10%	0%
TOWER TECHNOLOGY	7%	0%
TSAADVET	10%	0%
UNISYS CORPORATION	10-48% (A-C), 15-48% (D, I-K), 0-15% (E, G), 0% (F), AND 0-48% (H)	25%
WAVE IMAGING CORPORATION	25%	0%
WESTERN INTEGRATED SYSTEMS	10%	0%
XEROX CORPORATION	48% (A-D, H, and J-K) and 0% (G)	20%
XPERT SYSTEMS	0%	0%

STATE AGENCY MSA CONTRACT PERFORMANCE REPORT

1. GENERAL INFORMATION

Date: _____
Agency Name: _____ Contractor Name: _____
Contact Person: _____ Order Number: _____
Phone Number: _____

2. OUTSTANDING PERFORMANCE

Have you hired this Contractor previously? Yes _____ No _____

Provide a brief explanation of the situation and what was done by the Contractor that made their work outstanding:

3. PROBLEM REPORTING

Has the problem been resolved? Yes _____ No _____

Provide a brief explanation of the situation that resulted in the problem:

Discuss what has been done by the Contractor and your Agency to resolve the problem:
